**Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

**Attachment 3 – Statement of Requirements**

Contract Reference: CCLL24A02 – Provision of Pensions Legal Support

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# PURPOSE

## The Cabinet Office (‘the buyer’) wishes to appoint a supplier to provide ongoing Specialist Pensions Legal Advice in support of procurement, transition and exit activities connected with the implementation of new administration solutions for the Civil Service Pension Scheme (CSPS), Royal Mail Statutory Pension Scheme (RMSPS) and the setting up of any potential activities regarding public sector pensions.

# BACKGROUND TO THE Buyer

## The Cabinet Office (‘the buyer’) supports the Prime Minister, and ensures effective running of the government. The buyer is the corporate headquarters for HM Government, in partnership with HM Treasury, and takes the lead in certain policy areas. The buyer also manages the Civil Service Pension Schemes (CSPS) which is one of the largest pension schemes in the UK and The Royal Mail Statutory Pension Scheme (RMSPS). It may take on other responsibilities during the course of the contract.

# Background to requirement/OVERVIEW of requirement

## The buyer has tendered the contracts to administer CSPS and RMSPS and is looking for support with regard to the legal aspects of finalising procurement activities and transitioning services along with exiting existing contracts.

## The buyer may need assistance in regards to related activities, which are also in scope for this procurement.

## Over the next few years, the buyer may also need legal support to procure and reprocure other Pension Administration services identified by HMT as requiring the buyer to act as Scheme Manager.

## The CSPS is the third largest occupational pension scheme in the UK, based on scheme membership. It is an open scheme with 1.6 million members, of whom 640,000 are pensioners, around 470,000 are ‘active’ members, with the remainder deferred members who have yet to claim their benefits. The CSPS covers over 350 employers, of whom just over 100 are in the private sector. The RMSPS is the sixth largest UK scheme with circa 380k members. It is a closed scheme and has no active members.

## The buyer has awarded a contract to administer the CSPS to Capita. The new service is due to come into effect in December 2025. The work to transition from MyCSP Ltd, the incumbent supplier, to Capita commenced in December 2023. The buyer will require legal support in terms of contract finalisation and TUPE, transition and exit activities. The transition period is expected to last for 24 months.

## As part of a competitive tender the evaluation would be based upon Quality and Price. 10% of the Quality scoring mechanism would be allocated to social value.

# definitions

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| CSPS | means the Civil Service Pension Scheme |
| GLD | means the Government Legal Department |
| RMSPS | means the Royal Mail Statutory Pension Scheme |

# scope of requirement

## The buyer will require legal support to transition and exit the CSPS administration services through a competitive procurement. It expects to take 24 months to transition the services.

## The buyer will require legal support for the finalisation of procurement activities including transition and exit provisions, of pension administration services for the RMSPS.

## The buyer is likely to require legal support for other activities (i.e. transitioning of contracts, reprocurring of administration services, etc.) which have not as yet been determined, but would fall into the scope of the Future Services programme. Timescales as at February 2024 are still being finalised but there is an expectation that potential works may commence during the term of this agreement.

## Any timescales are provisional. The supplier will be expected to provide Legal Services throughout the length of the contract to ensure transitions are successfully achieved. The Legal Services requirement is for all legal advice and support as required by the buyer specifically in relation to, but not limited to, the schemes of the CSPS and RMSPS, and its responsibility for scheme management of Administration Contracts, including all the areas set out at Annex 1. The supplier, or any of its subcontractors or affiliates will not be permitted to bid on administration contracts managed by the buyer unless the supplier can demonstrate to the reasonable satisfaction of the buyer that the appropriate measures will be put in place to remove any conflict or potential conflict of interest and/or unfair advantage that the supplier may have. This will include the use of strictly monitored ethical wall arrangements between the supplier’s bid team and any other parts of its organisation.

# The requirement

## General Service Requirement

### The supplier shall at all times bring to bear the full breadth of their professional judgement, knowledge and experience and provide clear and compelling written and verbal advice and documentation where such advice and documentation are required. The supplier will take part in the meetings with the schemes’ administrators during the transition process as required.

### The supplier will be part of the wider Future Service Programme delivery team (including buyer’s staff and external appointments) and will work collaboratively and proactively with the team to deliver the Programme’s objectives. The supplier shall be responsible for certifying that all contractual and procurement documentation and processes adopted by the buyer related to the CSPS, RMSPS & other activities and services are lawful, satisfactory and fit for purpose and provide its legal sign-off in relation to the same.

### The supplier ideally will have proven experience and a background in supporting Public Sector Pensions Administration contracts, transitions and procurements alongside understanding the complexities of transitioning and maintaining BAU potentially with different suppliers. Experience including but not limited to; procurement, transition including Exit Management, current ongoing similar contracts, contractual legal knowledge, costings & budgets.

### The supplier’s team must provide a balance of appropriate experience and seniority matching the service requirements and this shall include that a partner shall at all times be engaged in the provision of the Services.

### As required, the supplier will attend key buyer stakeholder meetings, e.g. the Programme Board.

### The supplier shall immediately inform the buyer if any of the Services are not being or are unable to be performed in accordance with agreed planning and provide details of the reasons for non-performance along with any corrective action and the date by which such Services will be completed.

### The supplier will be required to liaise with the Government Legal Department (GLD) where relevant and must report to GLD on any key legal risks which may arise or which are anticipated.

### Notwithstanding any invoices for payment that the supplier may submit to the buyer in accordance with the Contract, the supplier shall throughout the duration of the provision of the Contract, submit to the buyer and GLD, a monthly summary of the supplier’s costs for the delivery of the Contract for the preceding week.

### The requirements in Annex 1 shall cover the provision of the Services in their entirety irrespective

# key milestones and Deliverables

## The supplier should note the following project deliverables, which may be used by the buyer in connection with the contracts to administer the CSPS, RMSPS and any other schemes that the buyer may have responsibility for in the future.

## These timelines are indicative and are subject to change at the buyer’s discretion (below).

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Requests for Services and or/related information Initial response to Service request marked “urgent” and/or instructions  | Same working day (or next working day if received after 4pm) unless agreed otherwise with the buyer. |
| 2 | Initial response to telephone calls and/or e-mails  | Substantive reply within one working day unless agreed otherwise with the buyer. |
| 3 | Initial response to routine letters/Instructions | Unless agreed otherwise, substantive reply within two working days unless agreed otherwise with the buyer.  |
| 4 | Initial response to significant and/orcomplex matters | Unless agreed otherwise, substantive reply within five working days unless agreed otherwise with the buyer.  |
| 5 | Final response to significant and/orcomplex matters | As agreed withthe buyer |
| In all cases, provide accurate drafting (whether legal or non-legal) which captures the buyer’s needs, is expressed clearly and presented to a consistently high standard within agreed timescales.  |

# MANAGEMENT INFORMATION/reporting

## The supplier will be required to prepare regular (monthly, or as otherwise agreed) updates for the buyer’s team giving details of:

## Emerging issues that need to be addressed;

## Legal Clarification Questions (if required)

## Actual time and costs incurred to date by activity and estimated time and cost to completion (to be updated on a four-weekly basis that coincides with the buyer’s internal reporting cycle).

## The supplier will be required to produce monthly timesheets for approval by the buyer detailing:

### Work completed by task;

### Hours charged together with the name of the person who has carried out the work and their hourly rate;

### Recoverable expenses; and approved disbursements

# volumes

## This is a fixed term Contract of 24 months for a fixed element of work, with the option to extend up to a further 12 months for any additional ad-hoc call-off work.

## On historical spend for similar support we estimate drawing down on services to a value equivalent of £200,000.00 ex VAT per annum. A range of specialists (Partner/Solicitor/Trainee solicitor/paralegal etc) will be required and volumes cannot be determined at this point.

# continuous improvement

## The supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The supplier should present new ways of working to the Buyer during periodic Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the buyer’s attention and agreed prior to any changes being implemented.

# Sustainability / SOCIAL VALUE

## The supplier acknowledges that the buyer must at all times be seen to be actively promoting sustainable development through its environmental, social and economic responsibilities.

## Procurement Policy Note (PPN) 6/20 – Taking Account of Social Value in the Award of Central Government Contracts. ‘Social value should be explicitly evaluated in all central government procurement, where the requirements are related and proportionate to the subject-matter of the contract, rather than just ‘considered’.

## PPN 06/20 guidance documents can be found at: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts> .

## [‘Social Value for Commercial Success’](https://www.govcommercialcollege.co.uk/) - an e-learning course accessed through the Government Commercial College that can be found via the ‘Social Value Mandatory eLearning’ link. It takes less than one hour to complete and will help you to better understand what social value is, why it is important and how to implement it.

# quality

## The legal support provided by the supplier should be of a high standard, and consistent with the quality requirements specified within the RM6179 Terms and Conditions.

# PRICE

## The requirement will be priced on a capped-costs basis in accordance with the Workstreams at Annex 1. The supplier will also provide Rate Cards for hourly, daily and monthly rates, to be used for any additional Ad-Hoc work requested by the buyer.

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

# STAFF AND CUSTOMER SERVICE

## The supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The supplier shall ensure that staff understand the buyer’s vision and objectives and will provide excellent customer service to the buyer throughout the duration of the Contract.

# service levels and performance

## The buyer will measure the quality of the supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Communication | All queries / questions / communications from the buyer acknowledged within 1 working day | 100% |
| 2 | Written Advice | Written advice to be provided with 3 working days, unless an alternate timeline is specifically agreed between the buyer and the supplier | 100% |
| 3 | Attendance at Meetings | Attendance at meetings with the buyer as required. | 100% |

## In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the buyer shall meet with the supplier to understand the root cause of the issue. The supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this statement.

## If poor performance continues, following formal written warnings, early termination of the Contract will also be considered.

# Security and CONFIDENTIALITY requirements

## External Certifications

### Suppliers should hold at least Cyber Essentials Plus certification and/or ISO 27001:2022 certification (or latest version) if proportionate to the service being procured.

### If the provision of the Services requires the Supplier to Process Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

## End User Devices

### The supplier shall ensure that any Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement. The Supplier shall ensure that any device which is used to Process Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/collection/device-security-guidance>

## Testing

### The supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test or provide evidence of any such test, prior to any live Buyer data being transferred into their systems. The ITHC scope must be agreed with the Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Buyer data.

## Encryption

### The Supplier shall ensure that any Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

## Personnel Security

### All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier may be required to implement additional security vetting for some roles.

## Identity, Authentication and Access Control

### The supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The supplier must retain records of access to the physical sites and to the service.

## Data Destruction/Deletion

### The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Buyer data has been stored and processed on.

## Audit and Protective Monitoring

### The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Buyer Data. The retention periods for audit records and event logs must be agreed with the Buyer and documented.

## Location of Buyer Data

### The Supplier shall not, and shall procure that none of its Sub-contractors, process Buyer Data outside the EEA without the prior written consent of the Buyer and the Supplier shall not change where it or any of its Subcontractors process Buyer Data without the Buyer's prior written consent which may be subject to conditions.

## Vulnerabilities and Corrective Action

### Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5. Suppliers must ensure that all COTS Software and Third-Party COTS Software be kept up to date such that all Supplier COTS Software and Third-Party COTS Software are always in mainstream support.

# payment AND INVOICING

## Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Invoices should be submitted to: REDACTED TEXT under FOIA Section 40 Personal Information.

# CONTRACT MANAGEMENT

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# Location

## The location of the Services will be carried out at supplier’s premises, unless otherwise agreed with the buyer (e.g. attendance at meetings).

# Annex 1

**CSPS / RMSPS / FUTURE SERVICES Administration Service - Legal Service Requirements**

The following requirement relates to any Pensions Administration contractual assistance and procurements the buyer chooses to request support with.

|  |  |  |
| --- | --- | --- |
| No | Description | Detailed Description |
| **CONTRACT WORKSTREAM:** |
| 1 | Provide full legalsupport and assistance as needed throughout the entireperiod of this assignment. | Including (but not limited to):considering and responding to legal questions connected with any contract covered by the Future Services programme;Advising and, where appropriate, taking the lead role in respect of commercial contracting matters e.g. Services, Terms & Conditions and deliverymodel etc.).provision of administrative support for any procurementprocess including taking minutes on any meetings involving legal issues, providing meeting rooms and facilities, teleconferencing (voice and video); andrefreshments where requested by the buyer, issuingcopies of documentation to support the procurementprocess; |
| EXIT WORKSTREAM |
| 2 | Provide all advice, legal support anddrafting (includingiterations) relating to the exit from theIncumbentContract(including any other relevant buyer third party contracts)including any TUPE, IPR or similar issues; | Including (but not limited to):Review existing relevant buyer third party contracts and identify key Exit activity in respect of the project;Identify any additional Exit activity and information which is reasonably required and which might not be covered by the incumbent contract or other related buyer third party contract (including to inform the data room/due diligence information for the new procurement);Review exit strategies, exit plans and advise the buyer in relation to all aspects of exit services/activities/information which are required to enable a smooth and timely transition of the Services to the new Supplier (including those required from the incumbent and any third parties);Providing, performing and/or carrying out all deliverables, services, tasks, functions and responsibilities relating to the review, preparation, drafting, re-drafting, negotiation, finalisation and delivery of documentation relating to theexit from incumbent contract Specialist Employment/TUPE/Pension/Fair Deal/CosopAdvice Providing advice and support in respect of any virtual or physical ‘data room’ which can be used by bidders for due diligence purposes;Advising on and drafting notices, letters and/orcorrespondence and other documents relating to theincumbent contract including all advice relating to: theproduction of such documents and outputs; to any other matter connected to the exit and any other matter requiring any change, variation or amendment to the incumbent Contract and arrangements or other buyer third party contract.Providing legal support at meetings, telecons, dealings and other consultations with the Incumbent supplier and/or other relevant buyer third party providers |
| TRANSITION AND IMPLEMENTATION WORKSTREAM (SOME OVERLAP WITH THE EXIT WORKSTREAM) |
| 3 | Provide all advice, legal support anddrafting (includingiterations) relating to the transition of thecurrent services to successful Providers/solutions and the implementationof the Provider’ssolution through to go-live. | Including (but not limited to):Commercial legal advice in respect of: the Supplier’s proposed transition and implementationplans; the Supplier’s design of the solution the Supplier’s implementation of the solution |
| **PROCUREMENT DOCUMENTS WORKSTREAM:** |
| 4 | Provide all advice on and review, redraft,iterate and provide support to the buyer to finalise any procurementdocumentation,including any updates and reissues thatmay become necessary, relevant to this assignment.  | Including (but not limited to):development of the selection/pre-qualification criteriadevelopment of the award criteriadevelopment of the evaluation methodology and strategy including scoring mechanisms, questions, weightings, consensus marking/moderation approachdevelopment of a compliant process includingconsideration of timescales for negotiations/dialogue,development and reviews of any OJEU and contractnotices selection/pre-qualification and awarddocumentation, terms of participation, NDAs, Invitation to Negotiate documents, pricing and financial schedules and other relevant procurement documentation development of the evaluation reporting processes development of evaluator’s guidancedevelopment of contract notices, PINs and other notices and administrative documentation as required under procurement law advice and support to the buyer to ensure that it evaluates in compliance with the procurement strategy and evaluation methodology |
| 5 | Provide all regulatory and commercialadvice relating to thedocuments covered by this assignment. | Including (but not limited to):Ensure and provide legal sign off for each document that they are compliant with the Law and policy, consistent with any proposed Contract and commercially sound.Provide all further steps, actions, advice and drafting required to comply with (a) above. |
| **PROCUREMENT PROCESS WORKSTREAM:** |
| 6 | Provide full legalsupport and assistance as needed throughout the entire period of this assignment. | Including (but not limited to):considering and responding to clarification questions; participating in the chosen route to market and providing commercial legal support during negotiations; taking the lead role in respect of commercial contracting matters e.g. Services, Terms & Conditions and delivery model etc.).provision of administrative support for the procurement process including taking minutes, providing meeting rooms and facilities, teleconferencing (voice and video); andrefreshments where requested by the buyer issuing copies of documentation to support the procurement process; |
| 7 | Provide legalsupport and actas an evaluatorin respect ofspecific areas of any procurementprocess: | Including (but not limited to):evaluating certain aspects of the bidders’ tenders inaccordance with the evaluation methodology (such areas to be identified by the buyer during the development of the procurement strategy);provision of a written evaluation report in respect of those areas; attendance at any moderation meetings or other procurement meetings; advising and supporting the buyer in respect ofevaluation of the tenders; |